

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-137-T - ORDER NO. 2021-566
AUGUST 11, 2021

IN RE: Application of Mark I Moving and Storage,) ORDER APPROVING
Inc., to Amend Its Tariff) TARIFF AMENDMENTS

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (Commission) on the Application of Mark I Moving and Storage, Inc.,(Mark I). Mark I is a holder of a Class E Household Goods Motor Carrier Certificate and seeks approval to increase its hourly rates for moving and packing services.

II. FACTS AND PROCEDURAL HISTORY

The Commission first granted Mark I certification as a household goods motor carrier twenty-six years ago, on July 10, 1995, to operate within Greenville and Anderson Counties, in Order No. 95-1341. In 1998, in Order No. 98-426, the Commission amended Mark I's authority to operate "from and between Oconee, Anderson, Pickens, Greenville and Abbeville Counties to points and places in South Carolina." The Commission later approved a name change for the Company, from Tommy Tucker D.B.A. Mark I Moving & Storage, to Mark I Moving & Storage, Inc., and approved tariff amendments in 2012, in Order No. 2013-795. The most recent tariff amendment request came before the Commission in 2018, approved in Order No. 2018-358.

Mark I now seeks approval in this docket to make several amendments to its current tariff, including its hourly rates, minimum charges, tariffs for moving a gun safe, changes to charges for storage and replacement protection, modifications to appliance moving, and a change in the bill of lading (BOL). Mark I filed a proposed tariff and a proposed BOL on May 19, 2021. Two days later, Mark I filed a corrected proposed BOL on May 21, 2021. Mark I published the Notice provided by the Clerk's Office one day after the deadline imposed by the Commission. The Clerk's Office required Mark I to publish the Notice no later than May 12, 2021. Mark I published the Notice in full in *The Greenville News* on May 13, 2021. Mark I provided an affidavit of the publication in a timely manner on May 19, 2021. On July 15, 2021, Mark I filed a Final Tariff and a BOL requiring a customer to make a claim for damage "within five (5) days after delivery of the property." (BOL, filed July 15, 2021, 9:13 a.m.) Mark I also filed a different BOL on July 15, 2021, at 9:13 a.m. requiring a customer to make a claim for damage "within ninety days after delivery of the property."

The Office of Regulatory Staff (ORS), a party of record pursuant to section 58-4-10(B) of the South Carolina Code of Laws (Supp. 2020), filed a Notice of Appearance with the Commission on May 27, 2021, noting Alexander Knowles, Esquire, would appear for ORS. ORS reviewed Mark I's Application and prepared an impact study which it filed with the Commission on July 15, 2021. The results of the ORS study included findings Mark I is "in compliance with Commission rules and regulations," "ORS has not received any consumer complaints related to Mark I Moving & Storage, Inc. in the past 12 months," and "[Mark I] is in compliance with Annual Report and Gross Receipt filing requirements." (ORS correspondence dated July 15, 2021).

The Tariff Comparison ORS prepared indicates Mark I asks to increase the amount of its hourly rates for labor between \$5 and \$45 per hour, depending upon the number of movers and the

day of the week, and to decrease its rate for an “extra truck” by \$5 per hour. The comparison also indicates the Application proposes to require a minimum of three hours of labor from October 2 until April 30, Monday through Thursday. Finally, the comparison indicates the charge to move a gun safe over three hundred pounds will increase to a rate of \$150; storage of a truck for the first night will be charged at the rate of \$175; and storage of a truck after the first night will be charged at a rate of \$225.

As to the BOL, ORS reported to the Commission that is “also reviewed the proposed amended Bill of Lading and found it in compliance with PSC Regulation 103-159.” (ORS Correspondence dated July 15, 2021).

On July 28, 2021, the Commission approved the Application of Mark I to amend its Tariff. However, the Commission rejected the request in the Application to amend the Bill of Lading (BOL) to require a customer to make a claim for damage in five days. Rather, the Commission approved a thirty-day time limitation, at a minimum, for a customer to report damage to household goods.

III. LAW

The Commission is specifically authorized to regulate carriers of household goods, and to set their rates and charges: “[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.” S. C. Code Ann. § 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: “[t]he commission shall regulate every motor carrier in this State

and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier The rates once established remain in effect until such time when the commission determines the rates are unreasonable.” § 58-23-1010.

1. The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.
2. As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

Regulation 103-191, S. C. Code of State Regulations (2012).

“Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N . . . shall be just and reasonable.” Reg. 103-192. Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge . . . a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

S.C. Code Ann. Regs. 103-198 (2012).

All holders of Certificates of PC&N and FWA, upon receipt of freight, shall issue and deliver, or cause to be issued and delivered, to the shipper a bill of lading or other documentation **approved by the commission**. A combination bill of lading and freight or expense bill or invoice may be issued if it shows all of the information required in 103-159. All bills of lading shall comply with, be governed by, and have the consequences stated in the Uniform Commercial Code of South Carolina and any other applicable and effective provisions of the statutes. All carriers,

shippers, consignees, and any lease operators involved in a shipment shall keep a copy of the bill of lading for a minimum of three years.

S.C. Code Ann. Regs. 103-158 (2012) (emphasis added).

Each bill of lading shall show at a minimum the following information:

1. The name of issuing carrier;
2. The date the shipment was received by the carrier;
3. The name and address of the consignor/shipper;
4. The points of origin and destination;
5. The name and address of the consignee/receiver;
6. Declaration of valuation (motor carriers of household goods);
7. The weight by certified public scale, volume, or measurement of the property tendered and received for transportation according to the lawfully applicable rates and charges shown separately by classification;
8. If it relates to a C.O.D. shipment, the amount of the C.O.D. and the name of the individual, corporation, or association who is actually to pay the C.O.D.;
9. Public Service Commission identification number;
10. Financial responsibility information as to insurance coverages;
11. The number of the bill of lading, as numbered consecutively in each motor carrier's own series at the time of printing;
12. Any accessorial or additional service charges in detail, giving size, and kind of equipment, the number of men and total hours of extra labor, and equipment services provided;
13. Rate per hundred weight or rate per hour, whichever is applicable (motor carriers of household goods); and
14. Base liability amount of the carrier for its cargo.

S.C. Code Ann. Regs. 103-159 (2012).

IV. FINDINGS OF FACT

After review of the Petition and all of the evidence in the record, the Commission makes the following findings of fact:

1. Mark I Moving and Storage, Inc., proposes amendments to its Tariff, including an increase in its hourly rates, minimum charges, tariffs for moving a gun safe, changes to charges for storage and replacement protection, and modifications to appliance moving.
2. Mark I also proposes to amend its BOL to require a customer to notify it of any damage within five days after a move.
3. ORS determined Mark I is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements.
4. ORS has not received any consumer complaints regarding Mark I in the past twelve months.
5. Mark I published the Notice regarding its Application in a timely manner.
6. After review of the Application and the Impact Study prepared by ORS, we find the proposed amendments to the Tariff are just and reasonable. However, we do not find the proposed amendment to the BOL is just and reasonable.

V. CONCLUSIONS OF LAW

After review of the Petition and all of the evidence in the record, the Commission makes the following conclusion of law:

1. The proposed amendments to the Tariff of Mark I Moving and Storage, Inc., are just and reasonable pursuant to Regulations 103-191 and 192 of the South Carolina Code of State Regulations.

2. The proposed amendment to Mark I's Bill of Lading, requiring a customer to report damage in five days, is not just and reasonable pursuant to Regulations 103-191. The Commission concludes requiring a customer to report damage within thirty days, at a minimum, is just and reasonable pursuant to Regulations 103-191.

3. The proposed amendments to the Tariff shall be approved pursuant to the authority of the Commission set forth in section 58-23-590 and 1010 of the South Carolina Code of Laws (2015).

4. The responsibility of a certificate holder to use a BOL or other documentation approved by the Commission is set forth in Regulations 103-158.

IT IS THEREFORE ORDERED THAT:

1. The portion of the Application of Mark I Moving and Storage, Inc., to amend its Tariff is granted.

2. The portion of the Application of Mark I seeking to amend its BOL to require a customer to report damage to household goods within five days of the move is rejected.

3. The Commission directs Mark I to amend its BOL to require a customer to report damage within thirty days of the move, at a minimum.

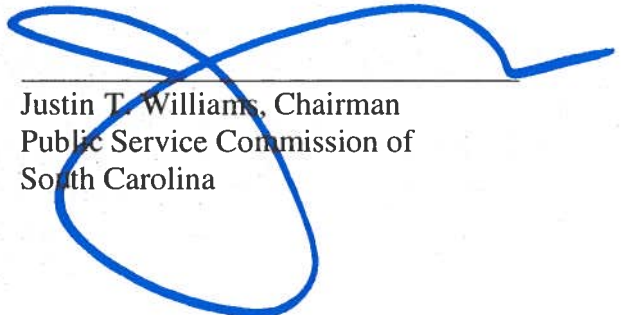
4. The amendments to the Final Amended Tariff are hereby approved, and a copy of the Final Amended Tariff is attached hereto as Order Exhibit No. 1.

5. Mark I shall provide a copy of its amended BOL, with a timeframe to report damage that is in keeping with this Order, to the Commission and to ORS within ten days of this Order. Upon receipt of the Amended BOL by the Commission, a copy of the Amended BOL will be attached hereto as Order Exhibit No. 2.

6. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:




Justin T. Williams, Chairman
Public Service Commission of
South Carolina

Mark I Moving & Storage, Inc.

South Carolina Household Goods Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Revised Rates

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Mark I Moving & Storage, Inc.

South Carolina Household Goods Tariff

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Mark I Moving & Storage, Inc.

South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intra-state household goods moved by Mark I Moving & Storage, Inc. These services are furnished from and between Abbeville, Anderson, Edgefield, Greenville, Oconee, and Pickens counties to points and places within South Carolina.

Mark I Moving & Storage, Inc.

South Carolina Household Goods Tariff

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rate(s) as listed below plus a \$30.00 fuel surcharge, the fuel surcharge is per truck and per day.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time and the \$30.00 fuel surcharge per truck per day. The clock starts at the appropriate hourly rate when the movers leave the Mark I Moving & Storage, Inc. office location, located at 121 McDougall Court, Greenville, SC 29607 and will end when the moving crew has finished unloading and setting up all items at the shipper's new home and the shipper has stated the move is complete. No charge for return travel back to the Mark I Moving & Storage, Inc.'s office, unless destination of the move is 50 miles or more from Mark I Moving & Storage's office. If over 50 miles, travel time will be added for the return trip at the proper hourly rate.

Category	Rate Per Hour	Friday Saturday Sunday Holiday
1 Truck and 2 Men	\$120.00	\$130.00
1 Truck and 3 Men	\$155.00	\$165.00
1 Truck and 4 Men	\$195.00	\$205.00
Additional Men (per man per hour)	\$35.00	\$40.00
Truck (per truck per hour)	\$35.00	\$40.00

1.2 Office Hours | Minimum Hourly Charges:

Mark I Moving & Storage, Inc. office will operate; Monday – Friday from 8:00am – 5:00pm.

Mark I Moving & Storage, Inc. office will operate; Saturdays from 9:00am – 1:00pm.

May 1 – October 1, Monday-Sunday:

Four-Hour Minimum Charge Plus Fuel Surcharge

October 2 – April 30, Monday-Thursday:

Three-Hour Minimum Charge Plus Fuel Surcharge

Friday, Saturday & Sunday Year-Round:

Four-Hour Minimum Charge Plus Fuel Surcharge

Holidays: Labor Day, Memorial Day, 4th of July,

Thanksgiving, Christmas Eve & Day,

New Year's Day:

Four- Hour Minimum Charge Plus Fuel Surcharge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment.

Mark I Moving & Storage, Inc.

South Carolina Household Goods Tariff

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Pool Tables-Must be disassembled by shipper, or we will arrange a third party to dis/reassemble, and the actual third-party charges will be billed to the shipper. If dis/reassembled by shipper there will be no extra charge. Slate must be crated.
- Gun Safe/Cabinets – If under 300 pounds or less; no extra charge, 301 pounds and up are \$150.00 plus the appropriate hourly rate. Mark I Moving & Storage, Inc. will reserve the right to not move a safe exceeding 300 pounds depending on where they are located and are going to within the home.
- Hot Tubs, Whirlpools - \$200.00 is shipper disconnects and reconnects. Mark I Moving & Storage will arrange third party if requested. Actual third-party fees will be added to shipper's final charges.
- Baby Grand Piano - \$100.00
- Grand Piano - \$150.00
- Golf Cart - \$100.00

2.2 Elevator or Stair Carry

Mark I Moving & Storage, Inc. does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Mark I Moving & Storage, Inc. does not charge an additional fee for carrying articles an excessive distance from the moving van.

2.4 Pick Up and Delivery

Mark I Moving & Storage, Inc. does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

Mark I Moving & Storage, Inc.

South Carolina Household Goods Tariff

2.5 Packing and Unpacking

2.5.1 Mark I Moving & Storage, Inc. does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the market price of packing materials, including sales tax on the materials.

2.5.2 Mark I Moving & Storage, Inc. is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Mark I Moving & Storage, Inc. reserves the right to decline moving items packed incorrectly or items fragile items.

2.6 Front Load Washers and other Appliances:

Mark I Moving will, at the shipper's expense, arraign a third-party service provider to prepare front load washers for shipping by installing the locking kit, or the shipper can prepare on their own. If a shipper request to move a front load washer without the locking kit, Mark I Moving will not be held responsible for any damage to the washer. Mark I Moving does not service any appliances. Examples: we do not disconnect or reconnect washers, dryers, or ice makers. We do not remove or replace refrigerator or freezer doors.

2.7 Articles, Special Servicing

Mark I Moving will not be held responsible for any damage to particle board furniture.

The rates do not include disassembly or reassembly of items that require special attention or crating such as grandfather clocks, pool tables, etc.

Mark I Moving & Storage only disassembles and reassembles basic items, such as beds, dresser mirrors, etc. Items beyond that would need to be disassembled, reassembled, or disconnected and reconnected by the shipper or Mark I Moving & Storage will arrange third party service to handle those items. The third-party fees will be charged to the shipper.

2.8 Waiting Time:

The customer is charged the rates specified in Section 1 for all waiting time or delays not at the fault of Mark I Moving & Storage, Inc.

Mark I Moving & Storage, Inc.

South Carolina Household Goods Tariff

2.9 Storage

The fee for storing items on the moving van will be \$175.00 for one 24-hour period per each truck. If additional storage is needed the rate will be \$225.00 for each additional 24-hour period per each truck needed. Up to four (4) days, or 96 hours. After four days, or 96 hours Mark I Moving will place items into Mark I Moving's warehouse. The rate for moving into the warehouse will be the same hourly rate as in section 1.1. The move from storage will also be billed the same as section 1.1. All items will be vaulted and safely secured. The shipper will incur a monthly storage bill based upon racked items as well as vaults used. A move into storage, and then out of storage will be handled and billed as two separate moves.

Mark I Moving & Storage, Inc.

South Carolina Household Goods Tariff

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading. The basic valuation will be \$0.60 per pound per article. This is provided to the shipper at no cost.

3.1.2 Claimant must immediately notify carrier of all claims for concealed damage. Mark I Moving & Storage, Inc. must be given reasonable opportunity to inspect damaged items in original packing.

3.1.3 Although our movers will be careful with your possessions, from time-to-time damages may occur. If damages are caused by our service, Mark I Moving & Storage, Inc. reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Mark I Moving & Storage, Inc. immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within five (5) days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.1.4 Full Replacement Valuation Protection (FRVP) is available at an extra charge. The charges for these options are based on either \$6.00 multiplied by the estimated shipment weight or at a value determined by the shipper as well as the chosen deductible. Shipper may choose between the following deductibles: \$0.00, \$250.00, \$500.00, and \$1,000.00. Prices are broken down as follows: Charges are \$100.00 per the valuation chosen.

\$0.00-----\$0.95 per \$100.00

\$250.00-----\$0.85 per \$100.00

\$500.00-----\$0.75 per \$100.00

\$1,000.00---\$0.65 per \$100.00

Example Breakdown: \$50,000 in valuation divided by 100 equals 500. Would then multiply 500 times the deductible chosen, if a \$0.00 deductible were chosen the total cost for FRVP would be \$475.00.

Under this option Mark I Moving will pay our no more than \$500.00 on any property damage.

Mark I Moving & Storage, Inc.

South Carolina Household Goods Tariff

3.2 Computing Charges

Mark I Moving & Storage, Inc. rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1. Plus, any additional charges for bulky items, packing or FRVP.

3.3 Governing Publications

Mark I Moving & Storage, Inc. rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Mark I Moving & Storage, Inc. does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Mark I Moving & Storage, Inc. will not accept responsibility for safe delivery of such articles if they come into Mark I Moving & Storage, Inc.'s possession with or without Mark I Moving & Storage, Inc.'s knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Mark I Moving & Storage, Inc.'s Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Mark I Moving & Storage, Inc. shall not be liable for any damages, delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

**PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
COMMISSION DIRECTIVE**

ADMINISTRATIVE MATTER	<input type="checkbox"/>	DATE	<u>July 28, 2021</u>
MOTOR CARRIER MATTER	<input checked="" type="checkbox"/>	DOCKET NO.	<u>2021-137-T</u>
UTILITIES MATTER	<input type="checkbox"/>	ORDER NO.	<u>2021-508</u>

SUBJECT:

Docket No. 2021-137-T - Application of Mark I Moving and Storage, Inc. to Amend Tariff - Staff Presents for Commission Consideration Mark I Moving and Storage, Inc.'s Application to Amend Its Tariff.

COMMISSION ACTION:

I move that the Commission approve the Application of Mark I Moving and Storage, Inc. to amend its Tariff. I further move that the Commission reject the five (5) day time limitation after a move listed in the Bill of Lading for reporting damaged household goods. Thirty (30) days, at a minimum, is a more reasonable timeframe, and should be approved instead. In addition, I move that this timeframe be further considered in the Commission's ongoing review of Transportation Regulations. I so move.

PRESIDING: J. WilliamsSESSION: RegularTIME: 11:00 a.m.

	MOTION	YES	NO	OTHER
BELSER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Present in Hearing Room
CASTON	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Voting via WebEx
ERVIN	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Voting via WebEx
POWERS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Voting via WebEx
THOMAS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Voting via WebEx
C. WILLIAMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Present in Hearing Room
J. WILLIAMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Present in Hearing Room

(SEAL)

RECORDED BY: J. Schmieding